



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Attorney Docket No.: RU-0064
Inventors: Lazarus et al.
Serial No.: 09/332,886
Filing Date: June 15, 1999
Examiner: Not yet assigned
Group Art Unit: 1652
Title: IMPROVED ENZYMES FOR THE PRODUCTION OF 2-KETO-L-GULONIC ACID

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CERTIFICATE UNDER 37 CFR 3.73(b)

Rutgers, The State University, a corporation certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment from the inventor(s) of the patent application identified above. The assignment is attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own belief are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

(V5) William T. Adams
Signature

January 14, 2002
Date

William T. Adams
Typed or printed name

Director
Title

Attorney Docket No.: RU-0064

A S S I G N M E N T

WHEREAS, we, Robert A. Lazarus residing at 237 Hillcrest Blvd., Millbrae, California, Mark Hurle, residing at 2994 Eastburn Avenue, Broomall, Pennsylvania, Stephen Anderson residing at 158 Springdale Road, Princeton, New Jersey and David B. Powers residing at 740 Parnassus, Apt. #9, San Francisco, California, hereinafter referred to as the assignors, are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Serial No. 09/332,886, filed June 15, 1999, entitled Improvied Enzymes for the Production of 2-Keto-L-Gulonic Acid; and

WHEREAS, Rutgers, the State University hereinafter referred to as the assignee, of New Brunswick, New Jersey, a corporation of New Jersey, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said

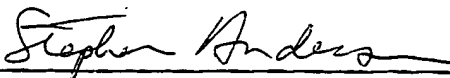
assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

_____(L.S.)
Robert A. Lazarus

_____(L.S.)
Mark Hurla


_____(L.S.)
Stephen Anderson

_____(L.S.)
David B. Powers

[WHERE ALL INVENTORS SIGN BEFORE THE SAME NOTARY:]

COUNTY OF _____: SS

On this _____ day of _____, 2001, before me personally came the above named Robert A. Lazarus, Mark Hurle, Stephen Anderson and David B. Powers to me personally known and known to me to be the same individuals who executed the foregoing assignment, and who acknowledged to me that execution of the same was of those persons' own free will for the use and purposes therein set forth.

Notary Public

[WHERE INVENTORS SIGN BEFORE SEPARATE NOTARIES:]

COUNTY OF _____: SS

On this _____ day of _____, 2001, before me personally came the above named Robert A. Lazarus to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Notary Public

COUNTY OF _____: SS

On this _____ day of _____, 2001, before me personally came the above named Mark Hurle to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

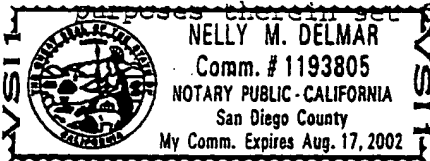
Notary Public

State of California:

COUNTY OF San Diego:

SS

On this 2nd day of November, 2001, before me personally came the above named Stephen Anderson to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.



Nelly M. Delmar
Notary Public

COUNTY OF _____:

SS

On this _____ day of _____, 2001, before me personally came the above named David B. Powers to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Notary Public